

**ROADWAY IMPROVEMENTS MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA FE
AND THE CITY OF SANTA FE**

The City of Santa Fe (City) and Santa Fe County (County) enter into this Memorandum of Understanding (MOU) to address needed capital improvements of certain roadways within the Presumptive City Limit boundaries of Phase II Annexation. This MOU is effective as of the date of the last signature.

Recitals

1. The City, the County, and Las Soleras entered into a Settlement and Mutual Release of Claims (Settlement Agreement) on May 19, 2008;
2. On February 10, 2009 the City and the County entered into an Annexation Phasing Agreement that defined Phase II of Annexation (Phase II).
3. The Settlement Agreement defines certain areas of land to be annexed as the Presumptive City Limits, including Phase II;
4. The Presumptive City Limits contains many roadways that are currently operated and maintained by the County, which will become the maintenance responsibility of the City upon annexation;
5. Certain County-maintained roadways in the Presumptive City Limits are experiencing deferred maintenance that require improvements to bring them up to customary County maintenance standards;
6. The County uses a third-party pavement evaluation system called PASER that rates roadways on a 1-to-10 scale;
7. Customary County maintenance standards have produced a County roadway network with an average PASER rating of 6, which will be the minimal standard when turned over to the City.
8. If these improvements are not made without this MOU, the City would acquire ownership of certain roadways that would require immediate and substantial investment of City funds;
9. Ignoring or delaying needed road maintenance results in costly reconstruction;
10. The Settlement Agreement states it "shall not be construed to require the County to provide significant capital improvements to an existing road or construct a new road within the Areas to be Annexed in the absence of a separate written agreement by and between the City

and County that provides a means for financing the capital improvements" *Settlement Agreement*, p.6 (k); and

11. The MOU confirms the parties' commitment, cooperation, and recognition that partnering activities between governmental entities of similar purposes may produce public benefits beyond what can be produced separately.

Agreement

1. Roadway Improvements.

A. Prior to the City's acceptance of ownership and maintenance responsibility for roads within Phase II of Annexation, the County shall perform the roadway improvement and maintenance activities identified in "Annexation Phase II – Roadways to be Improved and Description of Improvement Activities," attached to this MOU as Exhibit A. Certain road improvements will exceed PASER level 6 for specific surfaced roads, identified in Exhibit A. The County shall determine in consultation with the City, the phasing and scheduling of the improvement activities, with the intent to accomplish all activities as quickly as funding allows.

B. Upon completion of the activities identified in Paragraph A for each individual roadway or roadway segment as listed in Exhibit A, the City and the County shall conduct a joint acceptance inspection.

The City may reject work not meeting the customary roadway and maintenance standards of the County and generate a punchlist annotating the deficiencies. Rejected work shall be redone immediately by the County at the County's expense. Upon acceptance of work by the City, the City and the County shall immediately execute a document that conveys ownership of the accepted roadway(s) or roadway segment(s) from the County to the City.

C. The parties acknowledge that the items of work identified in "Annexation Phase II – Roadways to be Improved and Description of Improvements" are minimal maintenance improvements that do not address structural, operational, capacity, and accessibility deficiencies.

D. The parties agree to make drainage improvements to Alameda Road in Phase II of Annexation. The parties agree to share the costs of such drainage improvements equally.

2. Term

This MOU shall terminate upon annexation of all of the roads in Exhibit A, unless terminated pursuant to Article 5. This MOU may be extended by the mutual written agreement of the parties.

3. Third Party Beneficiaries

This MOU does not create any third party beneficiaries.

4. Appropriations

This MOU is contingent upon sufficient appropriations and authorization being made by the parties. If sufficient appropriations are not granted, this Agreement shall terminate upon written notice.

5. Amendment

The parties may amend this MOU by mutual written agreement.

6. Conflict of Interest

No elected official, officer, employee or agent of the City or County shall have any personal financial interest in this MOU unless such financial interest is disclosed in advance to the City and County and neither party objects to that person's involvement in the MOU. Neither party shall employ, in the performance of this MOU, a person having a conflict of interest. This Article shall not unreasonably impede the parties desire to provide maximum opportunity for employment of local residents.

7. New Mexico Tort Claims Act

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Neither the City nor the County waive any defense or limitation of liability under New Mexico law or the New Mexico Tort Claims Act.

8. Dispute Resolution

In the event of any dispute between the parties regarding the enforcement or interpretation of this MOU, the parties agree to first mediate before a neutral mediator mutually agreed to and paid for by the parties.

9. Scope of the Agreement

This MOU supersedes all of the agreements and understandings between the parties concerning County roads in Phase II of Annexation.

10. Applicable Law.

This MOU shall be governed by the laws of the State of New Mexico.

11. Signatures.

This MOU shall be effective as of the date of the final signature.

For the City:

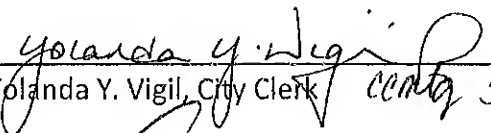


David Coss, Mayor
City of Santa Fe

6/10/13

Date

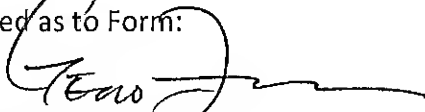
Attest:


Yolanda Y. Vigil, City Clerk *cert 5-873*

6-10-13

Date


Approved as to Form:



Geno Zamora, City Attorney

6/6/13

Date


Marcos Tapia, Finance Director *6/7/13*

6/7/13

Date

For the County:

Kathy Holian
Kathy Holian, Chair, Board of Santa Fe
County Commissioners

5-20-2013
Date

Approved as to Form:

Stephen C. Ross
Stephen C. Ross, Santa Fe County Attorney

5-14-13
Date

Attest:

Geraldine Salazar by VT
Geraldine Salazar, Santa Fe County Clerk

5/21/13
Date

Teresa Martinez
Teresa Martinez, County Finance Director

5/17/13
Date

**SANTA FE COUNTY ROADS
MAINTENANCE DISTRICT II**

PROPOSED CITY ANNEXATIONS PHASE II

Schedule for Summer 2013

MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Drainage Rating	Paver Pavement Rating	Visible Distress	General Condition/PASER Treatment Measures	Road Maintenance Manager Recommended Treatment Measures	Contractor Cost of Maintenance Treatment	City of Santa Fe Recommendation	Contractor Cost City of Santa Fe Recommendation	Drainage Cost	Contractor Cost City of Santa Fe Recommendation Total Cost
<i>Country Club Estates</i>																
Fairly Road		Airport Road SR 284	Dead End	0.28	35	asphalt	Fair	3-Poor	Severe ravelling, alligator cracking, block cracking over 50% of surface	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	2" HMA Overlay	\$78,133.44	Process Place and Compact with 2" New HMA	\$96,646.29	\$10,000.00	\$106,646.29
Calle de Vencelo		Fairly Road	Dead End	0.31	35	asphalt	Fair	3-Poor	Moderate ravelling, alligator cracking, block cracking over 50% of surface	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	2" HMA Overlay	\$86,504.88	Process Place and Compact with 2" New HMA	\$107,001.25	\$10,000.00	\$117,001.25
Calle Zanate		Country Club Rd CR 61	Dead End	0.28	35	asphalt	Fair	3-Poor	Moderate ravelling, alligator cracking, block cracking over 50% of surface	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	2" HMA Overlay	\$72,552.48	Process Place and Compact with 2" New HMA	\$89,742.99	\$10,000.00	\$99,742.99
Calle Chupa Rosa		Calle Zanate	Calle de Vencelo	0.14	36	asphalt	Fair	3-Poor	Moderate ravelling, alligator cracking, block cracking over 50% of surface	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	2" HMA Overlay	\$39,066.72	Process Place and Compact with 2" New HMA	\$48,323.15	\$10,000.00	\$58,323.15
Calle Tangara		Calle Zanate	Calle de Vencelo	0.18	35	asphalt	Fair	3-Poor	Moderate ravelling, alligator cracking, block cracking over 50% of surface	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	2" HMA Overlay	\$44,647.68	Process Place and Compact with 2" New HMA	\$55,226.45	\$10,000.00	\$65,226.45
<i>Jimenez Subdivision</i>																
Morning Drive		Agua Fria	Dead End	0.61	20	asphalt	Fair	2-Very Poor	Severe ravelling, patches in bad condition, block cracking over 50% of surface	Severe deterioration, needs reconstruction with extensive base repair. Pulverization of old pavement is effective	Reconstruction with 3" HMA and 6" Basecourse	\$488,273.28	Process Place and Compact with 2" New HMA	\$120,314.77	\$10,000.00	\$130,314.77
Morning Street		Morning Drive	Dead End	0.03	20	asphalt	Good	6-Good	Slight ravelling, longitudinal and transverse cracking less than 1/2" wide some cracks sealed	Shows signs of aging, sound structural condition, could extend life with a seal coat	Fog Seal	\$316.80	2" Mill and Inlay	\$5,769.28	\$10,000.00	\$15,769.28
Morning Lane		Morning Drive	Dead End	0.03	20	asphalt	Good	6-Good	Slight ravelling, longitudinal and transverse cracking less than 1/2" wide some cracks sealed	Shows signs of aging, sound structural condition, could extend life with a seal coat	Fog Seal	\$316.80	2" Mill and Inlay	\$5,769.28	\$10,000.00	\$15,769.28
Mutt Nelson Road	48G	W Frontage Road	Calle Unidad	0.92	22	asphalt	Fair	5-Fair	Ravelling, transverse and longitudinal cracks, block cracking in areas, alligator cracking in some areas	Surface aging, sound structural condition, needs seal coat or thin non-structural overlay	Chip Seal	\$55,570.94	Process Place and Compact with 2" New HMA	\$199,604.18		\$199,604.18
Mutt Nelson Road	48G	End of Asphalt	Calle Unidad	1.05	22.00	basecourse							4" New Basecourse	\$58,544.64		\$58,544.64
												\$865,383.02		\$786,942.29		\$866,942.29

Exhibit A – Page 1 of 4

**SANTA FE COUNTY ROADS
MAINTENANCE DISTRICT II**

MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Drainage Rating	Paser Pavement Rating	Visible Distress	General Condition/PASER Treatment Measures	Road Maintenance Manager Recommended Treatment Measures	Contractor Cost of Maintenance Treatment	City of Santa Fe Recommendation	Contractor Cost City of Santa Fe Recommendation	Drainage Cost	Contractor Cost City of Santa Fe Recommendation Total Cost
Schedule for Summer 2014																
<i>Town and Country Subdivision</i>																
Camino Jalisco		Richards Avenue	End of Cold Millings	0.25	20	cold millings	Good	6-Good	Slight raveling, longitudinal and transverse cracking less than 1/2" wide some cracks sealed	Shows signs of aging, sound structural condition, could extend life with a seal coat	Fog Seal	\$2,640.00	Process Place and Compact with New Double Penetration Chip Seal	\$40,597.33	\$5,000.00	\$45,597.33
Calle VeraCruz		Camino Jalisco	Durango Drive	0.43	20	cold millings	Good	6-Good	Slight raveling, longitudinal and transverse cracking less than 1/2" wide some cracks sealed	Shows signs of aging, sound structural condition, could extend life with a seal coat	Fog Seal	\$4,540.80	Process Place and Compact with New Double Penetration Chip Seal	\$69,827.41	\$5,000.00	\$74,827.41
Durango Drive		Camino Jalisco	Richards Ave	0.33	22	asphalt	Good	7-Good	Longitudinal and transverse cracks less than 1/4"	First Signs of Aging, Maintain with routine Crack Filling	Crack Seal	\$2,640.00	Crack Seal, Fog Seal, repair drop off areas	\$10,000.00	\$5,000.00	\$15,000.00
Other Roads																
Country Club Road	61	SR 284 Airport Rd	Private Road	0.34	34	asphalt	Good	8-Very Good	Recent sealcoat or new mix. Little or no Maintenance required		Little or No Maintenance Required	\$0.00	Do Nothing			\$0.00
Geo	61A	SR 284 Airport Rd	Dead End	0.28		asphalt	Fair		Transverse Crack							\$0.00
Jemez Road	61B	CR 66 Agua Fria Rd	SR 284 Airport Rd	0.80	22	asphalt	Fair	5-Fair	Longitudinal and traverse cracks open 1/2" some patching in fair condition	Surface aging, sound structural condition, needs seal coat or thin non-structural overlay	Chip Seal	\$48,322.56	Address Sub Grade Failed Areas	\$50,000.00		\$50,000.00
Caja Del Oro Grant Road	62	CR 66 Agua Fria	NM 599	0.17	28	asphalt	Poor	5-Fair	Block Cracking less than 50%	Surface aging, sound structural condition, needs seal coat or thin non-structural overlay	Chip Seal	\$13,069.06	Address Sub Grade Failed Areas, Crack Seal, Fog Seal	\$35,000.00		\$35,000.00
Agua Fria	66	City Limits	Airport Rd	1.58	40	asphalt		5-Fair	Longitudinal and traverse cracks open 1/2" some patching in fair condition	Surface aging, sound structural condition, needs seal coat or thin non-structural overlay	Chip Seal	\$173,521.92	Process Place and Compact with 3" New HMA	\$875,395.84		\$875,395.84
San Felipe	66	Agua Fria	Airport Rd	0.38	40	asphalt		2-Very Poor	Longitudinal edge cracking, alligator cracking more than 25%, Block Cracking, Severe rutting	Severe deterioration, needs reconstruction with extensive base repair	Reconstruction 3" HMA with 6" Basecourse	\$401,280.00	Process Place and Compact with 3" New HMA	\$210,538.24		\$210,538.24
												\$646,014.34		\$1,291,368.83		\$1,306,368.83

**SANTA FE COUNTY ROADS
MAINTENANCE DISTRICT II**

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**SANTA FE COUNTY ROADS
MAINTENANCE DISTRICT II**

MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Drainage Rating	Paser Pavement Rating	Visible Distress	General Condition/PASER Treatment Measures	Road Maintenance Manager Recommended Treatment Measures	Contractor Cost of Maintenance Treatment	City of Santa Fe Recommendation	Contractor Cost City of Santa Fe Recommendation	Drainage Cost	Contractor Cost City of Santa Fe Recommendation Total Cost
			total cold millings	2.75												

Santa Fe County Price	Tons
Basecourse	\$14.85
HMA	\$66.40

NMDOT Average Unit Prices	SQ YD
Process Place and Compact Existing Pavement	\$1.61
Cold Milling 2"	\$1.40
HMA SP-III Complete (Tons)	\$71.00

Type of Treatment	Cost of Treatment SQ FT	Cost of Treatment SQ YD
Contractor Fogseal	\$0.10	\$0.90
Contractor Chip Seal	\$0.52	\$4.68
Contractor Double Penetration Chip Seal No Basecourse	\$1.18	\$10.62
Contractor Crackseal	\$0.08	\$0.69
Contractor 2" Overlay	\$1.51	\$13.59
Contractor 3" Overlay	\$2.27	\$20.39
Contractor 4" Basecourse City of Santa Fe Price Agreement	\$0.48	\$4.32
Contractor 3" HMA 6" Basecourse	\$7.58	\$68.22
Contractor Process Place and Compact	\$0.36	\$3.22
Contractor 2" Mill	\$0.31	\$2.80